

EXHIBIT B



January 30, 2015

Ashley Henderson

Redacted

United States

Dear Ashley,

Apple is delighted to offer you the position of iOS Build Engineer Project Manager. In your new position you will report to Redacted, with the effective start date of Monday, February 23, 2015. We look forward to welcoming you to Apple.

Compensation

Apple offers a highly competitive package of compensation and benefits. The details of your package are set forth below.

Salary

You will receive an annual salary of Redacted (less deductions required by law) payable every other week in accordance with Apple's standard payroll procedures. Apple reserves the right to modify salaries and benefits from time to time as it deems necessary.

Restricted Stock Units

We will recommend that you be granted an award of Restricted Stock Units (RSUs) with a value of Redacted on the date of grant. This award is subject to the approval of the Compensation Committee of the Board of Directors (the Compensation Committee), on a date to be determined. The number of RSUs will be determined by dividing Redacted by the Nasdaq closing price of a share of Apple stock on the date approved by the Compensation Committee and rounding up to the nearest whole share.

An RSU is the right to receive shares of Apple common stock upon vesting; one unit represents one share of Apple stock. After Committee approval, the specific terms and conditions applicable to the grant, including the vesting schedule, will be available in the RSU award agreement. The grant will be subject to the terms and conditions of Apple's 2014 Employee Stock Plan as well as the terms and conditions of the RSU award agreement.

Benefits

As a full-time employee, you will be eligible to participate in Apple's comprehensive benefits program. We've enclosed a Corporate Benefits Program Summary in this folder with more details.

Upon hire, you may immediately enroll in the Apple 401(k) Plan to which both you and Apple contribute. As a convenience to you, you will be automatically enrolled in the Apple 401(k) Plan with a before-tax contribution of 3% of your eligible base pay, with contributions starting approximately 30 days after your employment with Apple begins. If you do not wish to be automatically enrolled in the Apple 401(k) Plan, or if you wish to contribute a different percentage of eligible pay, you may opt-out or change your contribution election at any time. In addition, you will be enrolled in an automatic increase program. This program will increase your contributions by 1% each year on the anniversary of your automatic enrollment date, to a maximum of 6%. You can opt out of this program at any time, or you can choose to maintain the annual increase program after reaching the 6% maximum.

Participation in any of Apple's benefits and stock plans is subject to the written terms and conditions contained in the various plans.

Relocation Package

In connection with your employment we are pleased to provide you with assistance to support your relocation. Your relocation will be supported both by the HR team, as well as by relocation service providers. A relocation service provider representative will contact you shortly to begin arrangements and provide specifics of your relocation package ("Core Select"). You will have 12 months from your start date to move and complete all aspects of your relocation. Please note that in order to earn your Relocation Package, you must be actively employed with Apple for 12 months following your start date. If you resign your employment from Apple within 12 months of your start date, you may be responsible for repayment of certain items and a prorated portion of the Relocation Package at Apple's sole discretion. In the event repayment is required, you agree and authorize Apple to deduct the amount owed

from your final paycheck to the extent permitted by local law.

Bridge of Service

If you're re-joining Apple within two years of your departure, you may be eligible for credit for previous time worked at Apple or an Apple-designated affiliate. Service credit may affect the calculation of certain benefits including your vacation accrual rate and Apple 401(k) Plan Match.

Conditions

This offer of employment is contingent on the following conditions.

- On the first day of your employment, and possibly from time to time thereafter, you must show proof of identity and legal right to work in the United States as required by federal immigration law. If you are unable to provide documentation of your authorization to work in the United States, Apple may terminate your employment.
- Due to U.S. Department of Commerce requirements, if you're not a U.S. citizen, U.S. permanent resident, Canadian citizen, political refugee, or a political asylum holder, you will be required to sign an assurance regarding obligations not to export controlled technical data or software to certain countries. If you're a citizen of a restricted country (as identified by the Department of Commerce), Apple could be required to obtain an export license from the Department of Commerce. Apple will work with you to obtain this license within a time limit established by Apple. If for any reason Apple doesn't receive a license within the established time frame, Apple may terminate your employment.
- You must sign the Intellectual Property Agreement and return the signed agreement with this offer letter. Any exceptions or approvals required under the terms of the Intellectual Property Agreement must be approved by your division's vice president and Apple's Legal Department prior to your beginning work.
- We believe that every employee should use good judgment and exercise uncompromising integrity when conducting Apple business. By accepting this offer, you acknowledge that you have received and read Apple's Business Conduct Policy and that you agree to comply with its terms.
- You must receive a satisfactory background check in accordance with Apple policy.

If any of the above conditions are not satisfied, Apple may withdraw this offer of employment.

Your employment relationship with Apple will be at will. This means that either you or Apple may terminate the employment relationship at any time and for any or no reason with or without notice.

Your employment will be governed by and interpreted under the laws of the State of California, without regard to conflict of law principles.

By signing this letter you agree that these are the only terms and conditions of your employment and acknowledge that you have not relied upon any other promises or representations, except those made in this letter.

This offer of employment is valid until Thursday, February 5, 2015. We must receive your written acceptance of this offer no later than 5:00 PM Pacific Time that day.

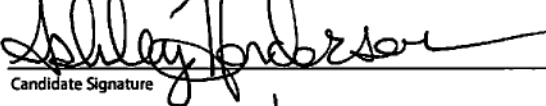
Ashley, please accept this offer by signing below. Return this letter to us in the enclosed FedEx envelope along with the paperwork noted in the Forms to Complete section of this folder and confirm your start date with your recruiter. Be sure to retain copies for your personal records. If you have any questions regarding this offer or any of its enclosures, please contact me at 1-408-623-0910.

Sincerely,

P.P. 

Sondra Larkins
Apple Worldwide Recruiting
On behalf of Apple Inc.

I accept the offer (sign below).


Candidate Signature

2/23/15

Expected Start Date

Ashley Marie Henderson
Printed Full Candidate Name

1/31/15

Date Signed

Apple Inc. | 1 Infinite Loop | Cupertino, California 95014 | 800 473-7411